

BEFORE THE NATIONAL LABOR RELATIONS BOARD
UNITED STATES OF AMERICA
REGION 19

GROUP HEALTH COOPERATIVE

Employer

and

Case 19-RC-14102

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCALS 8 and 23

Joint Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record¹ in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. The labor organizations involved jointly claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute an appropriate Voting Group for inclusion in an existing unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All Clerical Assistant IIs, Mail Clerks, Medical Record Clerks, Medical Record Specialists, Medical Transcriptionists, PBX Operators, Membership Accounting Representatives, Patient Representatives, Medical Billing Specialists, A/R Billing Specialists, Patient Billing Specialists, Coding Specialists, Duplication Specialists, Claims Specialist Eligibility Verifiers, Claims Specialist Visiting Members, Claims Processors, Insurance Specialist (COB)s, Insurance Specialist (OPL)s, Claims Examiners, Referral Management Specialists, Customer Service Specialists, and

¹ The parties filed briefs, which have been considered.

Inpatient Authorization Specialists, employed by the Employer in its “Eastern Division”², but excluding all other employees, managers, confidential employees, temporary employees, guards and supervisors as defined in the Act.

The Voting Group herein consists of approximately 800 employees for whom there has been no prior history of collective bargaining.

FACTS

Introduction:

Group Health Cooperative, (hereinafter “GHC”) is a Washington not-for-profit corporation engaged in the operation of health care facilities in Washington state, as well as part of western Idaho. Prior to January 1, 2000, GHC operated facilities primarily in western Washington. In January of 2000, GHC acquired the operations and facilities of Group Health Northwest, a separate corporation which had operated healthcare, administration and vision facilities in eastern Washington and Northern Idaho for approximately 19 years (hereinafter “eastern facilities”).³ Prior to the January, 2000 acquisition, Group Health Northwest had operated approximately 11 facilities in the Spokane, Coeur d’Alene, Tri-cities and Yakima areas as part of an HMO organization. Subsequent to the acquisition in January of 2000, the above facilities were brought under GHC’s control. GHC’s western division spans from Everett to Olympia, including Seattle. The city centers of these two Regions are connected by I-90, AT a distance of about 300 miles. Coeur d’Alene is about 30 miles out of Spokane. Yakima is about 120 miles southeast of Seattle, while the Tri-Cities are about an additional 80 miles beyond Yakima. Spokane is about 135 miles northeast of the Tri-Cities.

In western Washington, GHC employs several thousand employees, including approximately 1600 represented employees performing clerical, claims processing and referral work. According to a representation of counsel—a representation not challenged by anyone—there are perhaps as many as 30 GHC offices across the western part of the state, including hospitals, clinics, and administrative facilities. GHC’s western Washington clerical employees have been jointly represented by Locals 8 and 23 of the Office and Professional Employees International Union “Joint Petitioner”. The parties are subject to a current collective bargaining agreement covering certain western Washington employees (“the Existing Unit”)⁴. Some of the Existing Unit employees work in hospitals, while others work in clinics and business and administrative offices throughout western Washington.

The parties have stipulated that the eastern grouping in which the Joint Petitioner seeks a self-determination election, “the Voting Group”, is an appropriate *voting group* and that if the Regional Director finds an adequate community of interest between the Voting Group and the Existing Unit, then a self-determination election should be directed. The parties have further

² This Voting Group is by stipulation of the parties. This is my denomination for the Employer’s facilities in eastern Washington and Northern Idaho. There appears to be no formal name for this portion of the enterprise.

³ The corporate identity of the eastern division has changed several times in the past decades pursuant to a series of mergers and acquisitions. The most recent acquisition by Group Health Cooperative is the only acquisition at issue in the current dispute.

⁴ The parties’ collective bargaining agreement covers both GHC and OPEIU Local 8 and Local 23. The parties have stipulated that Locals 8 and 23 are the Joint Representative of the Existing Unit for the purpose of collective bargaining. Therefore, the petition has been amended accordingly.

stipulated that in the event that the Regional Director does not find a sufficient community of interest between the Existing Unit and the Voting Group, then the Joint Petitioner will not proceed to an election.

At issue in this case is solely whether GHC's newly acquired eastern Washington/Northern Idaho employees in the "Voting Group" share a community of interest with the Existing Unit. Joint Petitioner contends that the Voting Group employees are essentially counterparts of their western Washington colleagues, while Respondent contends that the two sets of employees are subject to separate terms and conditions of employment and therefore lack a sufficient community of interest to be combined. Joint Petitioner seeks to represent the Voting Group as an addition to the Existing Unit. No other labor organization seeks to represent any of the employees at issue.

The Proposed Unit:

The Joint Petitioner's revised Union's Exhibit 1 sets forth the revised list of 22 separate eastern Washington clerical job classifications that it intends to include in its amended petition, as identified in the Voting Group description above.⁵ These 22 classifications constitute approximately 800 eastern employees in clerical positions ranging, generally, from reception to record keeping, claims processing, data entry, billing, and customer service. The parties have also submitted a Joint Exhibit B setting forth a list of classification "counterparts" in eastern and western facilities. There is not a perfect overlap between the two sets of classifications east and west, but the majority of the classifications have a counterpart in each region.⁶

GHC maintains "job profiles" for its Voting Group employees, but indicated that job profiles are not available for all of its Existing Unit employees. Thus, the record does not provide a full description of the relevant job duties and terms and conditions of employment for each of the 55 classifications involved in the two groupings, nor does it permit a full comparison of the terms and conditions of employment for all of these employees.

Although little evidence was presented about the represented western Washington clerical unit employees, the evidence available makes it clear that they work in a wide variety of settings and contexts, ranging from hospitals to clinics to administrative facilities, and in positions ranging from reception to customer service to billing to data entry. This is much like situation of the eastern employees, with the exception that there are no hospitals among the eastern facilities.

⁵ Page 1 of Union's Exhibit 1 replaces the second page of the Union's original petition and is nearly identical but for the removal of the single classification, "Customer Service & Referral Specialist." This is the stipulated Voting Group.

⁶ Joint Exhibit B lists 33 job classifications in the existing unit in western Washington and lists 21 of the 22 eastern Washington job classifications sought by the petition. Of the 33 represented western Washington job classifications identified, approximately 18 have clear counterparts in the east, and 11 do not have any equivalent counterparts in the east. Of the 22 classifications in the east that Petitioner seeks to represent, approximately 4 appear not to have a counterpart in the west. In addition, one eastern classification which Petitioner includes in its proposed voting group, "Customer Service Specialist" has three approximate "customer service" counterpart classifications in the west, of which 79 of the 101 total employees in the three classifications are unrepresented. Several of the eastern classifications without counterparts are explained by the fact that several specific GHC job functions have been centralized in the eastern area only, such as DSHS billing and "Other Party Liability" insurance review. However, the parties did not fully explain for the record how work is assigned or completed for other tasks for which there are no counterpart classifications in one region or the other.

Integration and Community of Interest:

The record reflects that clerical services and functions across GHC are not yet fully integrated. However, it is clear that GHC has plans to integrate clerical functions on both sides of the Cascade Mountains; GHC has communicated this intention clearly to both eastern and western employees through numerous company-wide publications, memos, and internal website postings. Partial integration has been achieved, as eastern and western employees share an email system, GHC website, access to internal job openings and other functions.

Although eastern employees and western employees each focus primarily on serving a customer base in their own geographic area, there is regular, albeit limited, crossover in service. For instance, Customer Service representatives on one side of the mountains take occasional calls from customers on the other side of the mountains on a daily basis; they also correspond with clerical employees in the other region in order to respond to customer questions and concerns. This is especially true where a covered customer has sought treatment away from home and where billing between the two geographic areas must be coordinated. For instance, if an eastern Washington enrollee received care from a western facility, that patient's claim would still be processed in eastern Washington, despite the location of the care provided.

Credit and Collection Representatives, in western Washington, work with eastern employees in the course of collecting data for billing. Referral Management Representatives, in western Washington, process patient referrals for both eastern and western Washington care and follow GHC-wide protocols for the coordination of that care. Referral Management Representatives work with their counterparts in the other geographic region, as well as with Customer Service Representatives and clinics. The record reflects that clerical employees engage in such east-west contacts anywhere from two to ten times daily, although the bulk of their daily responsibilities involve tasks within their own geographic region. Each witness who testified on this topic indicated such daily contacts. No evidence was offered to suggest this contact was atypical or limited to these individuals.

In addition, some clerical functions for GHC are consolidated on one side of the mountains, providing service corporation-wide. For instance, Insurance Specialists for Other Party Liability (OPL) persons manage cases involving separate insurance providers bearing financial responsibility for the same care⁷. All OPL Insurance Specialists are located in Spokane, regardless of the geographic area of the enrollees who they cover, and regardless of where the claim originates. Similarly, all visiting member services ("VM") work is consolidated in the eastern facilities for all enrollees, east and west.

Clerical employees in the east and west report to a number of different direct supervisors. This appears to be equally true with respect to the Existing Unit, which includes 33 separate job classifications and multiple chains of supervision. Notwithstanding the large number of separate direct supervisors, many of the reporting chains lead to a shared management official who has oversight responsibility for multiple departments in both the eastern and western areas. For instance, Joel Suelzle, GHC's Executive Director for Claims Administration, testified there are approximately 11 classifications of employees within his department, processing claims for services by in-network and out-of-network providers under his direction. They provide customer service company-wide and report to him, although through intermediate supervisors. The Human Resource Manager for eastern Washington clerical

⁷ Such as a GHC enrollee injured in an auto accident covered by auto insurance.

employees, Laurie Morse, testified that she works with the Vice President of Network Services in western Washington on eastern Washington issues. The Executive Director of Delivery Systems, Carrie Desimone, testified that she supervises the supervisors for all clerical employees ranging from patient reception to collection, to records, to patient billing, from both the east and the west, who work in GHC's business services departments. Nancy Dumbrowski testified that she serves as the Labor Relations Administrator for eastern and western employees alike. Thus, it is clear that eastern and western employees frequently share common central supervision and management, although not usually at the first level. Stated another way, these functions are centrally controlled.

GHC asserts that the use of separate software systems by clerical employees in the east and west renders full integration of the two groups implausible at this time. However, it appears that employees in different classifications within each region use a number of different software systems. Claims staff in western Washington use a program called "Premiere" processing software, while Customer Service employees use a variety of other software systems including LastWord, and GHC's own membership, referral, and practice-management systems. Eastern employees use a different software system called "HSII" which integrates many of the above functions used in western Washington into one software platform. OPL employees in Spokane use *both* HSII and Premiere software systems, as well as the LastWord system. GHC has plans to integrate its clerical software systems into a single system, but these plans have been delayed. While GHC argues that the use of different software systems makes eastern employees' jobs fundamentally different from their western Washington counterparts, testimony on the differences between the systems does not support GHC's position. The record shows that the more sophisticated system used in the eastern facilities, HSII, allows employees to make "multiple edits" rather than stopping along the way to enter each piece of data at a different step of the program, as required under the west's Premiere system framework. This difference allows for simpler overall training and simpler data entry. In addition, HSII can also be used for appointment scheduling. While this may argue for the enhanced utility of the HSII system, I do not find that it results in any substantial difference between the job duties, terms or conditions of employment for those employees using the systems in their daily work. Regardless of the software used, most clerical employees on either side appear to be engaged in similar functions, sitting before computers, working with data and health industry coding systems to ensure that GHC sends a "payable" bill out the door, and performing any subsequent clerical collection work necessary. Of course, to the extent that differing programs are solely utilized, it may preclude work sharing between the different users.

It is clear that there are separate wage scales for clerical employees both within and between the two groups, resulting in different rates of pay for employees with similar job classifications. Some of this difference is doubtlessly attributable to the fact that western Washington wages are the result of collective bargaining, while eastern employees' are unilaterally determined by the Employer. Thus, the differences in wages are not necessarily indicative of some other underlying work distinction. GHC points out that the cost of living in eastern and western economies leads to a divergence in appropriate pay for similar classifications and therefore challenges the community of interest of eastern and western employees. However, even among the represented employees in western Washington, for example, there are pay scales ranging from \$8.54/hour to \$17.62/hour depending on classification. These differences among different classifications within the Existing Unit overshadow the much smaller differences in pay between employees in *similar* classifications in the east and west. Moreover, while GHC uses different pay scales for the groups, the corporation retains a single consultant to calculate competitive pay bands across all geographic

regions. GHC's proposals for pay scales are based on the economies in the various cities in which GHC does business.

Multiple factors lend support to a claim of community of interest, by commonality of terms and conditions and/or integration between east and west. Employees on both sides of the mountains are subject to evaluations under a common evaluation format, and all receive the same holidays. All are subject to the same attendance plan and leave programs. The record shows that when an employee moves from between eastern and western regions, the employee maintains seniority and vacation accrual from the prior position.

All employees share the same payroll system, and the authority for some eastern departmental budget decisions rests in western Washington. Customer Service employees in both the east and west participate in a shared training program, in addition to separate supplemental training for their respective regions.

While eastern employees are not represented, their grievances (if not resolved at the first step of the internal process) are processed through western Washington. Employees on both sides receive GHC mail and correspondence centrally. Both sides participate in an employer-wide database and software program called "In Context".

Both receive similar notices, memos and updates from corporate headquarters regarding corporate policies and functions. Employee recognition awards are generated by some unstated process and presented to recipients in some sort of "both sides" ceremony or function. Both sets of employees have been repeatedly informed about plans for company-wide integration.

On the other hand, employees in the east and west have some differences in their terms and conditions of employment, such as overtime policies and the impact of evaluations upon employee rate of pay. There is minimal evidence of employee interchange between east and west, but approximately five or six employees have moved between regions since the merger.

While there are some differences between terms of employment in the east and west, the differences between the terms and conditions of work appear to be the predictable result of difference in the methods of setting such terms, and the lingering, but decreasing, reality that historically these groups were employed by separate employers. In the eastern region, terms are set unilaterally by GHC, while in the western region, GHC and the Union must negotiate the terms and conditions of employment together. Thus, these distinctions are not indicative of true differences between the work performed in each region,⁸ although here *are* differences. Moreover, as noted, there is a continuing trend towards integration and reduction of differences.

DISCUSSION

Under 9(b) of the National Labor Relations Act, the Board has broad discretion to determine an appropriate unit for the purposes of collective bargaining in each case "in order to assure employees the fullest freedom in exercising the rights guaranteed by the Act." *NLRB v. Action Automotive, Inc.* 469 U.S. 490, 494-97 (1985); *So. Prairie Construction v. Operating*

⁸ For example, that wages are generally higher in Seattle than in Spokane for the same work, does not indicate the Seattle work is more complex, requires more training or more experience. Rather, it is more likely a function of area economics. On the other hand, wage difference between, say, data entry operator and a computer programmer might be explained by true differences in work.

Engineers Local 627, 425 U.S. 800, 805 (1976). Often there will be a range of appropriate units, and the Board is not required to identify the most appropriate unit among them, but may use its discretion to authorize any appropriate unit among the many possible units that may be appropriate in a given factual setting. See, e.g., *Overnite Transportation Co.*, 322 NLRB 723 (1996); *American Hospital Ass'n v. NLRB*, 499 U.S. 606, 610 (1991); *P.J. Dick Contracting, Inc.*, 290 NLRB 150, 151 (1988); *Carson Cable TV*, 795 NLRB F.2d 879 (9th Cir. 1986); *Capital Bakers*, 168 NLRB 904, 905 (1968). In simplest terms, a petitioner gets its preferred unit as long as it is an appropriate unit. In addition, it is proper for the Board to address only the appropriateness of units that have been argued for, not all units in the universe. *Acme Markets, Inc.*, 328 NLRB 1208 (1999).

Where there is already an Existing Unit, and additional employees are being organized, a separate unit might be appropriate,⁹ or the Board may appropriately order an *Armour-Globe*, self-determination election in which employees choose either to be included in an existing unit or remain unrepresented. See, e.g., *NLRB v. Raytheon, Co.*, 918 F.2d 249, 251 (1st Cir. 1990); *Armour & Co.*, 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937). Where, as here, an incumbent union seeks to add a group of previously unrepresented employees to its existing unit, and no other labor organization is involved, the Board may order, or insist upon, a self-determination election. *Warner-Lambert Co.*, 298 NLRB 993 (1990); *Mount Sinai Hospital*, 233 NLRB 507 (1977); *St. John's Hospital*, 307 NLRB 767 (1992). In addition, even where unrepresented employees could constitute an appropriate unit by themselves, a self-determination election can be appropriate. *Ward Baking Co.*, 139 NLRB 1344, 1350 (1962).

Here, the parties have agreed on the appropriateness of the Voting Groups as a voting group. Thus, the only issue for decision is whether there is enough of a community of interest among the two groups to join them together.

Where a unit of additional employees may be added to an existing unit through a self-determination election, the Board requires that the petitioned-for employees share a community of interest with the employees in the existing unit. See, e.g. *Warner-Lambert Co.*, 298 NLRB 993 (1990); *Capital Cities Broadcasting Corp.*, 194 NLRB 1063 (1972). Community of interest factors may include the nature of employee skills and functions, the degree of functional integration, interchangeability and contact among employees, common work situs, common supervision geographic separation, and commonalities in general working conditions. See, e.g., *Seaboard Marine Ltd.*, 327 NLRB 556 (1999) (nature of employee skills and functions); *Atlanta Hilton & Tower*, 273 NLRB 87 (1984) (degree of functional integration); *J.C. Penny Co.*, 238 NLRB 766 (1999) (interchange and contact among employees); *Allied Gear & Machine Co.*, 250 NLRB 679 (1980) (general working conditions) *R-N Market*, 190 NLRB 292 (1971) (work situs); *Sears, Roebuck & Co.*, 191 NLRB 398 (1971) (common supervision). Functional integration is not limited to the matter of employee contacts, but also concerns the interrelation of the actual operations of the facilities. *Bry-Fern Care Center*, 21 F.3d 706, 710 (1993). In addition, the Board may reasonably find employees to share common supervision when a central administration or personnel office is involved setting personnel policies and performing personnel functions, even where employees have separate direct supervisors and separate divisions make separate decisions about hiring and firing of employees. *Presbyterian Medical Ctr.*, 218 NLRB 1266, 1268 (1975).

⁹ This is especially true if competing unions are involved.

The absence of a particular community of interest factor will not require a finding of lack of community of interest. For instance, the fact that two or more groups of employees engage in different processes does not by itself render a combined unit inappropriate if there is a sufficient community of interest among all employees. *Berea Publishing Co.*, 140 NLRB 516, 518 (1963). The fact that employees receive different wages and benefits and may work different hours is not an adequate basis standing alone for exclusion from the unit. *K.G. Knitting Mills*, 320 NLRB 374 (1995); *Armour & Co.*, 119 NLRB 122 (1958). Remoteness in geographic situs does not in itself require the establishment of separate bargaining units. *Hazard Express*, 324 NLRB 989, 990 (1997); *Carson Cable TV*, 795 F.2d 879 (9th Cir. 1986). Difference in supervision is not a per se basis for excluding employees from an appropriate unit. *Texas Empire Pipe Line Co.*, 88 NLRB 631 (1950); *Warner-Lambert Co.*, 298 NLRB 993, 994 (1990). An absence of employee contact does not eliminate community of interest where employees remain functionally integrated. *Bry-Fern Care Center, Inc.*, 21 F.3d 706, 710 (1994), (following *Presbyterian Medical Ctr.*, 218 NLRB 1266 (1975)). Rather than any specific criteria, it is the general interests, duties, nature of work and working conditions of the employees that are significant in resolving questions concerning an appropriate unit. *Kansas City Power & Light Co.*, 75 NLRB 609 (1948).

In assessing community of interest, no single factor need receive more weight than another; rather, the Board should review the factors as a whole in determining whether sufficient community of interest exists between employees. *Hotel Services Group, Inc.*, 328 NLRB 116 (1999).

In determining an appropriate unit, a petitioner's desire is a relevant consideration and can be relied on in conjunction with other factors, but may not be the dispositive consideration. See, e.g., *Huckleberry Youth Programs*, 326 NLRB No. 1272 (1998); *Metropolitan Life Insurance Co.*, 156 NLRB 1408. The Board has found that separate facilities may appropriately be combined into one unit, even when separated by a large geographic distance, where the Petitioner seeks the inclusion of both locations. *Hazard Express*, 324 NLRB 989, 990 (1997); *Capital Coors Co.*, 309 NLRB 322 (1992). While there is a general presumption in favor of single facility units, this presumption does not apply where the Union petitions for a multi-facility unit. *NLRB v. Carson Cable TV*, 795 F.2d 879 (9th Cir. 1986); *Hazard Express*, 324 NLRB 989 (1997); *Capital Coors Co.*, 309 NLRB 322 (1992); *Jackson's Liquors*, 208 NLRB 807, 808 (1974). *Id.*¹⁰

In the present case, it is clear that eastern and western clerical employees share a large number of commonalities, including the basic nature and purpose of their work, central management, and many, though not all, terms and conditions of employment. Although there is not complete integration, the geographic areas are functionally integrated in the sense that some corporate-wide functions are centered in one area, and in the sense that employees of both regions have reason and occasion to interact with their colleagues and customers from the other region on a day-to-day basis.¹¹

¹⁰ It might be argued that the petitioned-for unit is "employer-wide", and therefore presumptively appropriate. However, while the Employer operates only in the "eastern Washington" and western Washington, that unit might not be "employer-wide", since there is some fragmentation in both areas, such that certain facilities are not included, by bargaining history. I make no such conclusion and do not rely on this factor.

¹¹ Respondent also argues that the present unit should not be allowed to vote on whether to join the existing unit, in part based on the fact that the systems-wide technology integration has not yet occurred

It is also clear that differences remain between the two geographic areas. For instance, pay rates differ, as do job-titles and rules regarding hours of work and overtime. These are predictable differences, but are less attributable to administrative or practical distinctions between the actual nature of the work from region-to-region, than to general economic, historic and negotiating differences during the process of setting terms and conditions.

Evidence of employee interchange between the two regions exists, but is underwhelming in view of the sizes of the two groups.

It may be true that the handling of day-to-day management and personnel relations by the system managers, as well as the less than overwhelming extent of interrelation and employee interchange, tends to make separate bargaining units *more* appropriate. But the Board need only designate *an* appropriate unit; it need not be the *most* appropriate one. *Alaska Statebank*, 653 F.2d 1285 at 1287. The respondents have not met their burden of showing, not merely that some other unit would have been more appropriate, but that the Board's designated unit is "clearly inappropriate." *Sohio Petroleum Co.*, 625 F.2d 223 at 226.

Carson Cable TV, 795 F.2d 879, 887 (1986). In short, employees on both the east and west sides of the mountains perform similar functions, can and must work together to ensure a consistently billable, payable product. On one side of the mountains, the employer determines benefits and on the other side such decisions are negotiated by the employer and the Joint Representative. The differences do not render the two groups of employees so distinct as to be an inappropriate bargaining unit.¹² I base this conclusion on consideration of all of the factors presented in the record, but rely most heavily on the common clerical nature of the work, the integration of operations, the centralization of many portions of the enterprise, the common benefits, and the fact that the differences in wages in comparable positions, and in some benefits do not result from significant differences in work, but rather from a recent history of different employers, and different methods of determining wages. These differences do not significantly undercut the factors demonstrating appropriateness of a single unit. I find that the

and has no more than a speculative date for implementation. In making this argument, Respondent relies on *Innovative Communications Co.*, 333 NLRB No. 86 (2001). However, *Innovative Communications Co.* concerned an accretion to an existing unit during the process of a merger rather than a self-determination election, and is therefore not determinative in the present case. Although GHC speculates that full integration may yet be considerably far in the future, there has been no firm target date offered, (and GHC's initial target date was far earlier than GHC now claims is feasible.) Mere speculation as to future uncertainty is not sufficient to dismiss a petition or decline to hold an election. *Hazard Express*, 324 NLRB 989, 990 (1997). The key point is that there *is* substantial integration, and that the trend is in the direction of more, rather than less.

¹² The parties have also presented arguments about the implication of an expired stipulation from a non-board agreement prior to this proceeding. The stipulation is neither part of a consent election before the Board nor a finding of fact by the Board, and is not binding in the present situation. Petitioner also contends that an after-acquired facilities clause in its current contract with GHC requires the inclusion of the petitioned-for employees, citing *Kroger Co.*, 219 NLRB 388 (1975). A *Kroger* claim raises unfair labor practice allegations not properly before me in a representation context. I cannot reach the parties' after-acquired facilities arguments in this forum, assuming *arguendo* that the groundwork for such a claim has been laid.

employees in the proposed voting group share a sufficient community of interest with the existing unit to warrant a self-determination election.¹³

There are approximately 800 employees in the Voting Group.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the Voting Group found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote on those in the Voting Group employed during the payroll period ending immediately the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporally laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by by Office and Professional Employees International Union, Locals 8 and 23, Joint Petitioners. A vote in favor of such representation will be taken as a vote in favor of representation by the Joint Petitioner of the Voting Group as part of the Existing Unit.

LIST OF VOTERS

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Co.*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that an election eligibility list, containing the alphabetized full names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 19 within 7 days of the date of this Decision and Direction of Election. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. The Region shall, in turn, make the list available to all parties to the election.

In order to be timely filed, such list must be received in the Regional Office, 915 Second Avenue, 29th Floor, Seattle, Washington 98174, on or before February 13, 2002. No extension of time to file this list may be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

¹³ In addition, an inclusive voting group is originally responsive to the congressional mandate against proliferation of units in health care industry. See, e.g., Collective Bargaining Units in the Health Care Industry, 284 NLRB 1528, 1532 and 1570-1571 (1987). I find it unnecessary to rely on this factor.

The list may be submitted by facsimile transmission to (206) 220-6305. Since the list is to be made available to all parties to the election, please furnish a total of 4 copies, unless the list is submitted by facsimile, in which case only one copy need be submitted.

NOTICE POSTING OBLIGATIONS

According to Board Rules and Regulations, Section 103.20, Notices of Election must be posted in areas conspicuous to potential voters for a minimum of three working days prior to the date of election. Failure to follow the posting requirement may result in additional litigation should proper objections to the election be filed. Section 103.20(c) of the Board's Rules and Regulations requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by February 20, 2002.

DATED at Seattle, Washington, this 6th day of February 2002.

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